

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

Index #:

-----X
KYLE EIKLOR,

Plaintiff,

Plaintiff designates
SUFFOLK
County as place of TrialThe basis of venue is
Plaintiff's residence

-against-

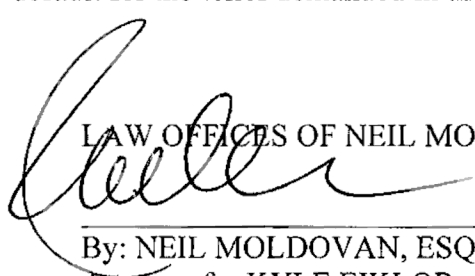
LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,Defendant.
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TO THE DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the date of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Garden City, New York
September 14, 2020

LAW OFFICES OF NEIL MOLDOVAN, P.C.


By: NEIL MOLDOVAN, ESQ.
Attorney for KYLE EIKLOR
900 Stewart Avenue, Suite 220
Garden City, NY 11530
(516) 294-3300**Defendants' Addresses:**LOWE'S HOME CENTERS LLC
1605 Curtis Bridge Road,
Wilkesboro, NC 28697

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
KYLE EIKLOR,

Index No.:

Plaintiff,

VERIFIED COMPLAINT

- against -

LOWE'S HOME CENTERS LLC d/b/a
BAY SHORE LOWE'S,

Defendant.
-----X

Plaintiff, by his attorneys, **LAW OFFICES OF NEIL MOLDOVAN, P.C.**, complaining
of the Defendant above-named, upon information and belief, alleges as follows:

1. That at all times herein, mentioned, Plaintiff **KYLE EIKLOR (hereinafter "EIKLOR")** was and still is a resident of the County of Suffolk, State of New York.
2. That at all times herein mentioned, Defendant **LOWE'S HOME CENTERS LLC d/b/a BAY SHORE LOWE'S (hereinafter "LOWE'S")** was and still is a foreign limited liability company, duly organized and existing under and by virtue of the laws of the State of North Carolina and is authorized to conduct business in the State of New York.
3. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S** owned the premises located at 800 Sunrise Hwy, Bay Shore, NY 11706.
4. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its agents, servants and/or employees, operated the aforesaid premises.
5. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its agents, servants and/or employees, managed the aforesaid premises.
6. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its

agents, servants and/or employees, controlled the aforesaid premises.

7. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its agents, servants and/or employees, maintained the aforesaid premises.

8. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its agents, servants and/or employees, inspected the aforesaid premises.

9. That upon information and belief that, at all times hereinafter mentioned, **LOWE'S**, its agents, servants and/or employees, made repairs to the aforesaid premises.

10. That on the 13th day of June, 2020, **EIKLOR** was a customer at the aforesaid premises.

11. That on the 13th day of June, 2020, **EIKLOR** was traversing the premises in the manner that a careful, prudent person would.

12. That on the aforementioned date, **EIKLOR** was struck by heavy plywood sign at the aforementioned premises, and was caused to sustain severe personal injuries as a result of the negligence of **LOWE'S**.

13. That said occurrence was due to the negligence, recklessness, and carelessness of **LOWE'S**, and its agents, servants and/or employees in the ownership, maintenance, control, operation, management, inspection, and repair of said area; in failing to warn of the dangers then and there existing; in failing to block off the area that was dangerous; in causing, in permitting and allowing said area thereat to remain unsafe for use; in creating a nuisance and a trap, when Defendant, knew or should have known, that an incident such as the instant one would or could occur.

14. That by reason of the premises aforesaid, **EIKLOR** was rendered, sick, sore, lame, and disabled and his injuries upon information and belief are of a permanent character. That by reason thereof, **EIKLOR** has been prevented from following his usual vocation and has been obliged to incur expense and obligations for medicines, medical care, and attention and treatment and he

verily believes that he will in the future be obliged to incur further expense and obligations for medicines, medical care, and attention and treatment and continuous pain and suffering and be unable to follow his current vocation.

15. That **LOWE'S** had actual and/or constructive notice of these defective condition prior to the 13th day of June, 2020.

16. That no negligence on the part of **EIKLOR** contributed to the occurrence alleged herein in any matter whatsoever.

17. That as a result of the foregoing, **EIKLOR** brings this action for damages both general and specific in a sum of money that exceeds the monetary jurisdiction of all lower courts.

WHEREFORE, Plaintiff demands judgment in his favor against the Defendant, in a sum of money that exceeds the monetary jurisdiction of all lower Courts.

Dated: Garden City, New York
September 14, 2020

Yours, etc.

LAW OFFICES OF NEIL MOLDOVAN, P.C.



By: Neil Moldovan, Esq.

Attorneys for EIKLOR

900 Stewart Avenue, Suite 220

Garden City, NY 11530

(516) 294-3300

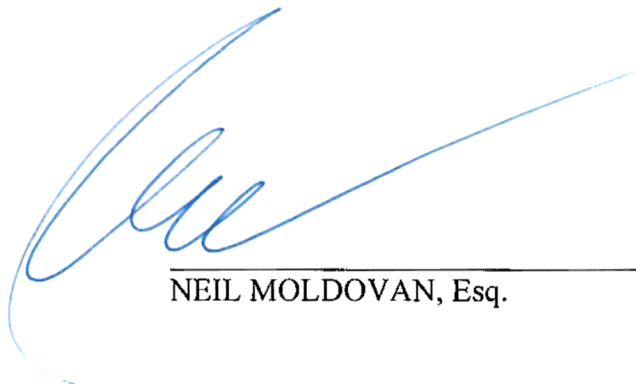
STATE OF NEW YORK)
 : SS.:
COUNTY OF NASSAU)

I, the undersigned, an attorney duly admitted to practice law in the State of New York,
under penalties of perjury, do affirm:

That I am the principal of the Law Offices of Neil Moldovan, P.C., the attorneys of
record, for Plaintiff, KYLE EIKLOR, in the within matter, and make this affirmation in
accordance with CPLR 3020. I have read the within Summons and Complaint and know the
contents thereof to be true to your affirmant's own knowledge, with the exception of those
matters therein stated to be alleged upon information and belief, and as to those matters your
affirmant believes them to be true. The grounds upon which your affirmant bases his belief
regarding those matters not stated upon your affirmant's knowledge is based upon facts, records,
and other pertinent information contained in the file maintained by my office and conversations
with Plaintiff.

This verification is made by your affirmant and not by Plaintiff for the following reason:
Plaintiff resides outside the county wherein the attorneys for Plaintiff maintain their offices.

Dated: Garden City, New York
September 14, 2020



NEIL MOLDOVAN, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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KYLE EIKLOR,

Plaintiff,

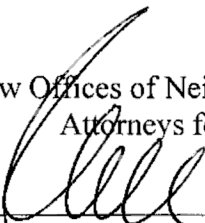
-against-

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendant.
-----X

SUMMONS AND VERIFIED COMPLAINT

Law Offices of Neil Moldovan, P.C.
Attorneys for Plaintiff



By: NEIL MOLDOVAN, ESQ.
900 Stewart Avenue
Garden City, NY 11530
(516) 294-3300

THE STATE OF NEW YORK
SUPREME COURT : COUNTY OF SUFFOLK

KYLE EIKLOR,

Plaintiff,

STIPULATION

-against-

Index No.: 612950/2020

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendant.

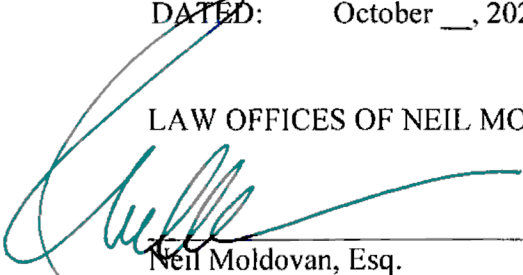
IT IS HEREBY STIPULATED AND AGREED, that the time for Defendant, LOWE'S HOME CENTERS, LLC (sued herein as "Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's") (hereinafter "Lowe's"), to answer or move in response to Plaintiff's Summons and Verified Complaint is extended up to and including **November 23, 2020**.

IT IS FURTHER STIPULATED AND AGREED, that Lowe's will not raise any jurisdictional defenses or objections in response to Plaintiff's Summons and Verified Complaint.

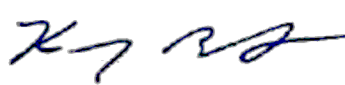
DATED: October __, 2020

LAW OFFICES OF NEIL MOLDOVAN, PC

GOLDBERG SEGALLA LLP



Neil Moldovan, Esq.
Attorneys for Plaintiff
900 Stewart Avenue, Suite 220
Garden City, New York 11530
(516) 294-3300
neil@neilmoldovanlaw.com



Kenneth L. Bostick, Jr., Esq.
Attorneys for Defendant
Lowe's Home Centers, LLC
665 Main Street
Buffalo, New York 14203
(716) 566-5400
kbostick@goldbergsegalla.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

KYLE EIKLOR,

Plaintiff,

Index No.: 612950/2020

Date Filed: 9/14/2020

-against-

AFFIDAVIT OF SERVICE

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendant.

State of New York)

SS.:

County of Albany)


Jeffrey Teitel, being duly sworn, deposes and says that deponent is over the age of eighteen years, is employed by the attorney service, TEITEL SERVICE BUREAU INC., and is not a party to this action.

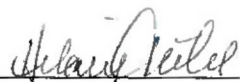
That on the 23rd day of September, 2020 at the office of the Secretary of State of New York in the City of Albany he served the annexed Summons, Verified Complaint and Notice of Electronic Filing on **LOWE'S HOME CENTERS, LLC** by delivering and leaving with Sue Zouky, a clerk in the office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, 2 true copies thereof and that at the time of making such service, Deponent paid said Secretary of State a fee of \$40.00 Dollars. That said service was pursuant to section 303 of the Limited Liability Company Law.

Deponent further states that he knew the person so served as foresaid to be a clerk in the Office of the Secretary of State of New York, duly authorized to accept such service on behalf of said defendant.

Sue Zouky is a white female, approximately 62 years of age, stands 5 feet 3 inches tall, weight approximately 130 pounds with grey hair.

Sworn to before me this 23rd day of
September, 2020

 Jeffrey Teitel


Hilary Teitel

Notary Public, State of New York

Qualified in Albany County

No. 01TE5049179

Commission Expires September 11, 2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF THE SUFFOLK

KYLE EIKLOR,

Plaintiff,

-against-

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendants.

AFFIDAVIT OF SERVICE

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Law Offices of
Neil Moldovan, P.C.
Attorney(s) for
By: Neil Moldovan, Esq.
Print Signer's Name: Neil Moldovan
Office and Post Office Address, Telephone
900 STEWART AVENUE, SUITE 220
GARDEN CITY, NEW YORK 11530
Tel (516) 294-3300 • Fax (516) 294-4019

Dated: _____, 20

To

Service of a copy of the within
is hereby admitted.

Dated: 20

Attorney(s) for

PLEASE TAKE NOTICE:

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

20

☐ NOTICE OF SETTLEMENT

that an order
will be presented for settlement to the HON.
within named Court, at
on 20 at M.

of which the within is a true copy
one of the judges of the

Dated,

Yours, etc.

Law Offices of
Neil Moldovan, P.C.

STATE OF NEW YORK
SUPREME COURT : COUNTY OF SUFFOLK

KYLE EIKLOR,

Plaintiff,

v.

VERIFIED ANSWER

Index No.: 612950/2020

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendant.

Defendant, Lowe's Home Centers, LLC (incorrectly sued as "Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's") ("Lowe's"), by its attorneys, Goldberg Segalla LLP, for its Verified Answer to the plaintiff's Verified Complaint, responds as follows, upon information and belief:

1. Lowe's denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph 1 of the Verified Complaint.

2. In response to paragraph 2 of the Verified Complaint, Lowe's states that Lowe's Home Centers, LLC was and is a foreign limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business located at 1000 Lowe's Boulevard, Mooresville, North Carolina, and denies the remaining allegations contained in paragraph 2 of the Verified Complaint.

3. Lowe's admits the allegations contained in paragraph 3 of the Verified Complaint.

4. In response to paragraph 4 of the Verified Complaint, Lowe's admits that it operated a retail store at 800 Sunrise Highway, Bay Shore, New York 11706, and denies the remaining allegations contained in paragraph 4 of the Verified Complaint.

5. Lowe's denies the allegations contained in paragraph 5 of the Verified Complaint.

6. Lowe's denies the allegations contained in paragraph 6 of the Verified Complaint.
7. Lowe's denies the allegations contained in paragraph 7 of the Verified Complaint.
8. Lowe's denies the allegations contained in paragraph 8 of the Verified Complaint.
9. Lowe's denies the allegations contained in paragraph 9 of the Verified Complaint.
10. Lowe's denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph 10 of the Verified Complaint.
11. Lowe's denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph 11 of the Verified Complaint.
12. Lowe's denies the allegations contained in paragraph 12 of the Verified Complaint.
13. Lowe's denies the allegations contained in paragraph 13 of the Verified Complaint.
14. Lowe's denies the allegations contained in paragraph 14 of the Verified Complaint.
15. Lowe's denies the allegations contained in paragraph 15 of the Verified Complaint.
16. Lowe's denies the allegations contained in paragraph 16 of the Verified Complaint.
17. Lowe's denies the allegations contained in paragraph 17 of the Verified Complaint.
18. Lowe's denies each and every other allegation of the Verified Complaint not hereinbefore specifically admitted, denied, or otherwise controverted.

**AS AND FOR A FIRST SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE,
LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

19. The injuries and/or damages alleged in the Verified Complaint were caused in whole or in part by the culpable conduct, want of care, and assumption of risk on the part of the plaintiff, and without negligence, fault, or want of care on the part of Lowe's.

**AS AND FOR A SECOND SEPARATE AND COMPLETE AFFIRMATIVE
DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

20. If Lowe's is found liable to the plaintiff, its responsibility for the accident is less than fifty-one percent (51%) of the total liability assigned to all persons liable and, therefore, any recovery by the plaintiff for non-economic loss against Lowe's should be limited to its percentage of liability.

**AS AND FOR A THIRD SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE,
LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

21. The Verified Complaint fails to state a cause of action against Lowe's.

**AS AND FOR A FOURTH SEPARATE AND COMPLETE AFFIRMATIVE
DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

22. The plaintiff's injuries, if any, were caused in whole or in part by a person or persons who are not within the control of Lowe's.

**AS AND FOR A FIFTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE,
LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

23. That pursuant to CPLR §4545 and other applicable sections of the CPLR, Lowe's is entitled to a set off against the amount of any verdict of any monies collected from a collateral source of payment.

**AS AND FOR A SIXTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE,
LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

24. Plaintiff failed to mitigate his alleged damages.

**AS AND FOR A SEVENTH SEPARATE AND COMPLETE AFFIRMATIVE
DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

25. The underlying incident and alleged resulting injuries were not proximately caused by any action or inaction of Lowe's.

**AS AND FOR AN EIGHTH SEPARATE AND COMPLETE AFFIRMATIVE
DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

26. Plaintiff was the sole proximate cause of the alleged incident and his alleged injuries.

**AS AND FOR A NINTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE,
LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

27. In the event the Plaintiff seeks to recover a verdict or judgment against Lowe's, then said verdict or judgment must exclude or be reduced by those amounts which have been, or will with reasonable certainty replace or indemnify the plaintiff, in whole or in part, for any past or future medical costs, health care, life care, or other economic loss or the benefit that is offered or provided under or in connection with the Patient Protection and Affordable Care Act.

**AS AND FOR A TENTH SEPARATE AND COMPLETE AFFIRMATIVE
DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:**

28. If the plaintiff receives or has received sums of money in settlement of the claims asserted herein, Lowe's is entitled to the protection, provisions, and limitations of Section 15-108 of the General Obligations Law of the State of New York in reducing the claim of the plaintiff

against Lowe's by the amount stipulated in the Release, the amount of consideration paid for it or the amount of the released defendants' equitable share of the damages, whichever is the greatest.

AS AND FOR AN ELEVENTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:

29. Any risks and dangers at the time and place set forth as the location of the happening of the incident as alleged in the Verified Complaint were open, obvious, and apparent.

AS AND FOR A TWELFTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:

30. Any alleged injuries and/or expenses resulted from the pre-existing and/or unrelated medical conditions, injuries, or illnesses of the Plaintiff.

AS AND FOR A THIRTEENTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE, LOWE'S ALLEGES, UPON INFORMATION AND BELIEF:

31. Lowe's reserves the right to amend this Answer and to add any applicable affirmative defenses after it has had the opportunity to discovery all facts relevant to this action.

WHEREFORE, Lowe's demands judgment as follows:

- a. Dismissing plaintiff's Verified Complaint, or
- b. Reducing plaintiff's recovery in the proportion to which the plaintiff's culpable conduct, assumption of risk, and want of care bears to the culpable conduct which caused the plaintiff's damages;
- c. Limiting plaintiff's recovery for non-economic loss against Lowe's to the percentage of responsibility attributed to Lowe's, if that percentage is less than fifty-one percent (51%), and

d. Such other and further relief as to this Court may seem just, proper, and equitable together with the costs and disbursements of this action.

Dated: Buffalo, New York
November 23, 2020

GOLDBERG SEGALLA LLP



Kenneth L. Bostick, Jr., Esq.
Attorney for Defendants
Lowe's Home Centers, LLC
665 Main Street
Buffalo, New York 14203
(716) 566-5400

TO: Neil Moldovan, Esq.
Law Offices of Neil Moldovan, PC
Attorneys for Plaintiff
900 Stewart Avenue, Suite 220
Garden City, New York 11530
(516) 294-3300

ATTORNEY VERIFICATION

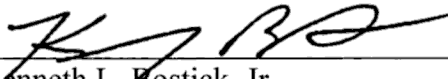
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

Kenneth L. Bostick, Esq., being sworn, deposes and says:

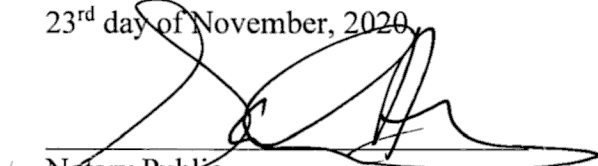
1. I am a partner with the law firm of Goldberg Segalla LLP, attorneys for defendant Lowe's Home Centers, LLC (incorrectly sued as "Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's") ("Lowe's") in this matter.

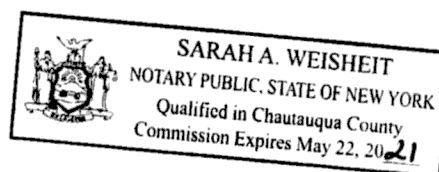
2. I have read the foregoing Answer and either know the contents to be true or they are alleged upon information and belief, and as to those matters, I believe them to be true based upon the materials supplied by and discussions with defendant.

3. The reason this verification is made by deponent and not by defendant is that defendant's corporate headquarters and residences are not located in the County of Erie where deponent's law office is located, or in the County of Suffolk, where this action is venued.


Kenneth L. Bostick, Jr.

Sworn to before me this
23rd day of November, 2020.


Notary Public



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
KYLE EIKLOR,

INDEX NO.: 612950/2020

Plaintiffs,

**REQUEST FOR
PRELIMINARY CONFERENCE**

-against-

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendants,
-----X

The undersigned requests a preliminary conference.

The nature of the action is

Premises Liability

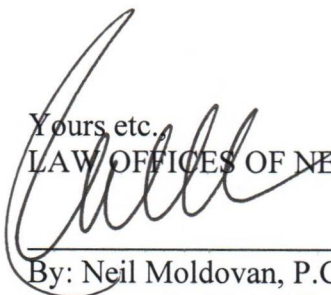
The names, addresses and telephone numbers of all attorneys appearing in the action are as follows:

LAW OFFICES OF NEIL MOLDOVAN, P.C.
Attorneys for Plaintiff
900 Stewart Avenue, Suite 220
Garden City, New York 11530
(516) 294-3300

GOLDBERG SEGALLA
Attorneys for Defendants
Kenneth L. Bobstick, Esq.
665 Main St #1425,
Buffalo, NY 14203
(516) 566-5400

Dated: Garden City, New York
February 23, 2021

Yours etc.
LAW OFFICES OF NEIL MOLDOVAN, P.C.



By: Neil Moldovan, P.C.
Attorneys for Plaintiff
900 Stewart Avenue, Suite 220
Garden City, New York 11530
(516) 294-3300

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
KYLE EIKLOR,

INDEX NO.: 612950/2020

Plaintiff,

**AFFIRMATION OF
GOOD FAITH**

-against-

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendants,
-----X

NEIL MOLDOVAN, ESQ, an attorney licensed to practice in the Courts of the State of New York, deposes and states:

I have attempted to contact GOLDBERG SEGALLA, in good faith, to attempt to resolve the issues of discovery, albeit to no avail.

WHEREFORE, your affirmant prays that the Request for Judicial Intervention and Request for Preliminary Conference be granted and for such other and further relief as this Court may deem just and proper.

Dated: Garden City, New York
February 23, 2021


NEIL MOLDOVAN, ESQ.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
KYLE EIKLOR,

INDEX NO.: 612950/2020

Plaintiffs,

REQUEST FOR
PRELIMINARY CONFERENCE

-against-

LOWE'S HOME CENTERS, LLC d/b/a
BAY SHORE LOWE'S,

Defendants,
-----X

=====

REQUEST FOR PRELIMINARY CONFERENCE AFFIRMATION OF GOOD FAITH

=====

Law Offices of Neil Moldovan, P.C.
Attorneys for Plaintiff

By:  _____

NEIL MOLDOVAN, ESQ.

900 Stewart Avenue

Suite 220

Garden City, NY 11530

(516)294-3300



REQUEST FOR JUDICIAL INTERVENTION

UCS-840
(rev. 07/29/2019)

Suffolk Supreme COURT, COUNTY OF Suffolk		Index No: 612950/2020		Date Index Issued: 09/15/2020		For Court Use Only:	
CAPTION Enter the complete case caption. Do not use et al or et ano. If more space is needed, attach a caption rider sheet.						IAS Entry Date	
Kyle Eiklor							
-against- Plaintiff(s)/Petitioner(s)						Judge Assigned	
Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's						RJI Filed Date	
Defendant(s)/Respondent(s)							
NATURE OF ACTION OR PROCEEDING: Check only one box and specify where indicated.							
COMMERCIAL				MATRIMONIAL			
<input type="checkbox"/> Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.) <input type="checkbox"/> Contract <input type="checkbox"/> Insurance (where insurance company is a party, except arbitration) <input type="checkbox"/> UCC (includes sales and negotiable instruments) <input type="checkbox"/> Other Commercial (specify): NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the COMMERCIAL DIVISION RJI ADDENDUM (UCS-840C).				<input type="checkbox"/> Contested NOTE: If there are children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum (UCS-840M). <i>For Uncontested Matrimonial actions, use the Uncontested Divorce RJI (UD-13).</i>			
REAL PROPERTY: Specify how many properties the application includes: <input type="checkbox"/> Condemnation <input type="checkbox"/> Mortgage Foreclosure (specify): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial Property Address: NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the FORECLOSURE RJI ADDENDUM (UCS-840F). <input type="checkbox"/> Tax Certiorari - Section: Block: Lot: <input type="checkbox"/> Tax Foreclosure <input type="checkbox"/> Other Real Property (specify):				TORTS <input type="checkbox"/> Asbestos <input type="checkbox"/> Child Victims Act <input type="checkbox"/> Environmental (specify): <input type="checkbox"/> Medical, Dental, or Podiatric Malpractice <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Products Liability (specify): <input checked="" type="checkbox"/> Other Negligence (specify): Premises Liability <input type="checkbox"/> Other Professional Malpractice (specify): <input type="checkbox"/> Other Tort (specify):			
OTHER MATTERS				SPECIAL PROCEEDINGS			
<input type="checkbox"/> Certificate of Incorporation/Dissolution [see NOTE in COMMERCIAL section] <input type="checkbox"/> Emergency Medical Treatment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Local Court Appeal <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Name Change <input type="checkbox"/> Pistol Permit Revocation Hearing <input type="checkbox"/> Sale or Finance of Religious/Not-for-Profit Property <input type="checkbox"/> Other (specify):				<input type="checkbox"/> CPLR Article 75 (Arbitration) [see NOTE in COMMERCIAL section] <input type="checkbox"/> CPLR Article 78 (Body or Officer) <input type="checkbox"/> Election Law <input type="checkbox"/> Extreme Risk Protection Order <input type="checkbox"/> MHL Article 9.60 (Kendra's Law) <input type="checkbox"/> MHL Article 10 (Sex Offender Confinement-Initial) <input type="checkbox"/> MHL Article 10 (Sex Offender Confinement-Review) <input type="checkbox"/> MHL Article 81 (Guardianship) <input type="checkbox"/> Other Mental Hygiene (specify): <input type="checkbox"/> Other Special Proceeding (specify):			
STATUS OF ACTION OR PROCEEDING: Answer YES or NO for every question and enter additional information where indicated.							
		YES		NO			
Has a summons and complaint or summons with notice been filed?		<input checked="" type="checkbox"/>		<input type="checkbox"/>		If yes, date filed: 09/14/2020	
Has a summons and complaint or summons with notice been served?		<input checked="" type="checkbox"/>		<input type="checkbox"/>		If yes, date served: 09/23/2020	
Is this action/proceeding being filed post-judgment?		<input type="checkbox"/>		<input checked="" type="checkbox"/>		If yes, judgment date:	
NATURE OF JUDICIAL INTERVENTION: Check one box only and enter additional information where indicated.							
<input type="checkbox"/> Infant's Compromise							
<input type="checkbox"/> Extreme Risk Protection Order Application							
<input type="checkbox"/> Note of Issue/Certificate of Readiness							
<input type="checkbox"/> Notice of Medical, Dental, or Podiatric Malpractice		Date Issue Joined:					
<input type="checkbox"/> Notice of Motion		Relief Requested:				Return Date:	
<input type="checkbox"/> Notice of Petition		Relief Requested:				Return Date:	
<input type="checkbox"/> Order to Show Cause		Relief Requested:				Return Date:	
<input type="checkbox"/> Other Ex Parte Application		Relief Requested:					
<input type="checkbox"/> Poor Person Application							
<input checked="" type="checkbox"/> Request for Preliminary Conference							
<input type="checkbox"/> Residential Mortgage Foreclosure Settlement Conference							
<input type="checkbox"/> Writ of Habeas Corpus							
<input type="checkbox"/> Other (specify):							

RELATED CASES: List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

PARTIES: For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

Un-Rep	Parties <small>List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant; 3rd party plaintiff, etc.)</small>	Attorneys and/or Unrepresented Litigants <small>For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.</small>	Issue Joined <small>For each defendant, indicate if issue has been joined.</small>	Insurance <small>For each defendant, indicate insurance carrier, if applicable.</small>
<input type="checkbox"/>	Name: Eiklor, Kyle Role(s): Plaintiff/Petitioner	NEIL MOLDOVAN, LAW OFFICES OF NEIL MOLDOVAN P.C., 900 STEWART AVE, STE 220 , GARDEN CITY, NY 11530, (516) 294-3300, neil@neilmoldovanlaw.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's Role(s): Defendant/Respondent	KENNETH BOSTICK JR., Goldberg Segalla LLP, 665 Main St , Buffalo, NY 14203, kbostick@goldbergsegalla.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 02/23/2021

NEIL MOLDOVAN

Signature

1906551

Attorney Registration Number

NEIL MOLDOVAN

Print Name

This form was generated by NYSCEF

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK
JUDGE DCM JUSTICE, _**



Kyle Eiklor

Index No. 612950/2020

- v. -

Lowe's Home Centers, LLC d/b/a Bay Shore Lowe's

COURT NOTICE

This action has been scheduled for a Preliminary Conference on:

July 15, 2021

Please notify all parties.

Please refer to nycourts.gov 10th Judicial Districts Suffolk Supreme Courts homepage for the rules and blank order to be filled out and uploaded to NYSCEF before the scheduled Preliminary Conference date.

Thank you,
DCM

DATED 07/07/2021

FILED By Theresa Heffernan

**SUPREME COURT
COUNTY OF SUFFOLK
DIFFERENTIATED CASE MANAGEMENT - JUSTICE PART.**

..... x
Kyle Eiklor

INDEX NO. 6/2950 / 2020

Plaintiff(s),
- against -

Lowe's Home Centers LLC
d/b/a Bay Shore Lowe's
Defendant(s).

**PRELIMINARY CONFERENCE
STIPULATION AND ORDER**
(Sections 202.2 and 202.12
of the Uniform Rules)

..... X

All items on the form must be completed unless inapplicable.

It is hereby **STIPULATED** and **ORDERED**:

The within Action is hereby designated as **STANDARD** and thus subject to the 12 month disclosure time limitations period applicable thereto (22 NYCRR 202.19).

Disclosure shall proceed as follows:

1. **Insurance Coverage** (CPLR 3101 (f)): If not already provided, shall be furnished by Δ on or before 8/16/21.

2. **Bill of Particulars:**

a. Demand for a bill of particulars shall be served by served; satisfactory on or before _____.

b. Bill of particulars shall be served by _____ on or before _____.

3. **Medical Reports and Authorizations** shall be served as follows:

Already provided; If to provide additional relevant authorizations to the extent not already provided.

4. **Physical Examination:**

a. Examination of II shall be held 45 days after II is EBT.

b. A copy of the physician's report shall be furnished to plaintiff(s) within 45 days of the examination.

5. **Depositions:**

Deponent	Date and Time	Place
<u>II</u>	<u>10/5/21 @ 10 a.m.</u>	<u>TBD or remote</u>
<u>Δ</u>	<u>10/6/21 @ 10 a.m.</u>	<u>TBD or remote</u>

If one deposition fails to take place as scheduled, the remaining parties' depositions shall nonetheless proceed as scheduled, except that priorities between defendants and plaintiffs shall be preserved.

6. **All Other Disclosure:**

(a) All parties, on or before 8/16/21, shall exchange names and addresses of all eyewitnesses and notice witnesses, statements of opposing parties and photographs, or, if none, provide an affirmation to that effect.

(b) Authorizations for plaintiff(s)' employment records for the period N/A shall be furnished on or before _____.

c. Demand for discovery and inspection shall be served by 8/16/21 on or before 8/16/21. The items sought shall be produced to the extent not objected to, and objections, if any, shall be stated on or before 8/16/21.

d. Accident reports prepared in the regular course of business shall be exchanged pursuant to CPLR 3101 (g) by 8/16/21

e. Other (Interrogatories, etc.) per CPLR

f. Plaintiff shall provide authorizations for the following collateral source providers (CPLR 4545) within 30 days: already provided; IT to provide additional relevant authorizations to the extent not already provided

7. Impleader Motion(s) to amend the pleadings or to add parties shall be completed on or before 30 days after completion of depositions of the parties.

8. Compliance Conference shall be held on _____ (Control Date).

9. End Date for All Disclosure, other than expert disclosure, shall be held on _____.

10. Expert Disclosure shall be provided by all parties pursuant to CPLR 3101.

11. Any Dispositive Motion(s) shall be made pursuant to CPLR 3211 and 3212, pursuant to applicable provisions of the CPLR.

12. The Note of Issue/Certificate of Readiness shall be filed pursuant to the Order of the IAS Judge.

13. The parties shall ensure that a Stipulation of Discontinuance shall be promptly filed if the case settles before the next meeting with the Court

Failure to comply with any of these directions may result in the imposition of costs or sanctions or other authorized by law.

Attorney for Plaintiff(s)

Law Offices of Neil Moldovan, P.C.
by James M. Marino, Esq.

Attorney for Defendant(s)

Goldberg Segalla, LLP
by Kenneth L. Bostick, Jr., Esq.

Attorney for TI Kyle Elklor

Attorney for Lowe's Home Centers, LLC
(s)/h/a Lowe's Home Centers, LLC
d/b/a Bay Shore Lowe's

Attorney for _____

Attorney for _____

Dated: _____

SO ORDERED:

31-0191.02..01/07

J.S.C.

ADDITIONAL DIRECTIVES

In addition to the directives set forth on the annexed pages, it is further ORDERED as follows:

Δ shall respond to TI's combined demands, dated 12/9/20, by 8/16/21, including any video of TI at time of accident.

Δ shall respond to TI's demand for bill of particulars as to affirmative defenses by 8/16/21

TI to respond to Δ's Demand Pursuant to CPLR 3017(c), dated 11/23/20, by 8/16/21.

Dated:

SO ORDERED:

J.S.C.

SUPREME COURT
COUNTY OF SUFFOLK
DIFFERENTIATED CASE MANAGEMENT - JUSTICE PART.

..... X

INDEX NO. 612950 / 2020

Kyle Eiklor

Plaintiff(s),

- against -

Lowe's Home Centers LLC
d/b/a Bay Shore Lowe's
Defendant(s).

PRELIMINARY CONFERENCE
STIPULATION AND ORDER
(Sections 202.2 and 202.12
of the Uniform Rules)

..... X

All items on the form must be completed unless inapplicable.

It is hereby STIPULATED and ORDERED:

The within Action is hereby designated as STANDARD and thus subject to the 12 month disclosure time limitations period applicable thereto (22 NYCRR 202.19).

Disclosure shall proceed as follows:

1. Insurance Coverage (CPLR 3101 (f)): If not already provided, shall be furnished by Δ on or before 8/16/21.
2. Bill of Particulars:
 - a. Demand for a bill of particulars shall be served by served; satisfactory on or before _____.
 - b. Bill of particulars shall be served by _____ on or before _____.
3. Medical Reports and Authorizations shall be served as follows:
Already provided; Π to provide additional relevant authorization?
to the extent not already provided.
4. Physical Examination:
 - a. Examination of Π shall be held 45 days after Π is EBT.
 - b. A copy of the physician's report shall be furnished to plaintiff(s) within 45 days of the examination.
5. Depositions:

Deponent	Date and Time	Place
<u>Π</u>	<u>10/5/21 @ 10 a.m.</u>	<u>TBD or remote</u>
<u>Δ</u>	<u>10/6/21 @ 10 a.m.</u>	<u>TBD or remote</u>
6. All Other Disclosure:
 - (a) All parties, on or before 8/16/21, shall exchange names and addresses of all eyewitnesses and notice witnesses, statements of opposing parties and photographs, or, if none, provide an affirmation to that effect.
 - (b) Authorizations for plaintiff(s)' employment records for the period N/A shall be furnished on or before _____.

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c. Demand for discovery and inspection shall be served by 8/16/21 on or before
The items sought shall be produced to the extent not objected to, and objections, if any, shall
be stated on or before _____.

d. Accident reports prepared in the regular course of business shall be exchanged pursuant to CPLR
3101 (g) by 8/16/21

e. Other (Interrogatories, etc.) per CPLR

f. Plaintiff shall provide authorizations for the following collateral source providers (CPLR 4545) within
days: already provided; IT to provide additional relevant
authorizations to the extent not already provided

7. Impleader Motion(s) to amend the pleadings or to add parties shall be completed on or before
30 days after completion of depositions of the parties.

8. Early settlement
Compliance Conference shall be held on 12/8/21 (Control Date) Nolan

9. End Date for All Disclosure, other than expert disclosure, shall be held on 5/1/22

10. Expert Disclosure shall be provided by all parties pursuant to CPLR 3101.

11. Any Dispositive Motion(s) shall be made pursuant to CPLR 3211 and 3212, pursuant to applicable
provisions of the CPLR.

12. The Note of Issue/Certificate of Readiness shall be filed pursuant to the Order of the IAS Judge.

13. The parties shall ensure that a Stipulation of Discontinuance shall be promptly filed if the case settles
before the next meeting with the Court

Failure to comply with any of these directions may result in the imposition of costs or sanctions or other
authorized by law.

Attorney for Plaintiff(s)

Law Offices of Neil Moldovan, P.C.
by James M. Marino, Esq.

Attorney for Defendant(s)

Goldberg Segalla, LLP
by Kenneth L. Bastick, Jr., Esq.

Attorney for TI Kyle Elklor

Attorney for Lowe's Home Centers, LLC
(s/h/a Lowe's Home Centers, LLC
d/b/a Bay Shore Lowe's

Attorney for _____

Attorney for _____

Dated: _____

SO ORDERED:
31-0191.02..01/07

J.S.C.

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612950-2020
ADDITIONAL DIRECTIVES

In addition to the directives set forth on the annexed pages, it is further ORDERED as follows:

Δ shall respond to TI's combined demands, dated 12/9/20, by 8/16/21, including any video of TI at time of accident.

Δ shall respond to TI's demand for bill of particulars as to affirmative defenses by 8/16/21

TI to respond to Δ's Demand Pursuant to CPLR 3017(c), dated 11/23/20, by 8/16/21.

Dated: JUL 16 2021

SO ORDERED:


J.S.C.

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31-0131.. 9/98cb